

**EXHIBIT A**  
**[Proposed] Order – Approving Joint Stipulation**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

WEIL, GOTSHAL & MANGES LLP  
Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
Theodore E. Tsekerides (*pro hac vice*)  
(theodore.tsekerides@weil.com)  
Richard W. Slack (*pro hac vice*)  
(richard.slack@weil.com)  
Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)  
767 Fifth Avenue  
New York, NY 10153-0119  
Tel: 212 310 8000  
Fax: 212 310 8007

CRAVATH, SWAINE & MOORE LLP  
Paul H. Zumbro (*pro hac vice*)  
(pzumbro@cravath.com)  
Kevin J. Orsini (*pro hac vice*)  
(korsini@cravath.com)  
Omid H. Nasab (*pro hac vice*)  
(onasab@cravath.com)  
825 Eighth Avenue  
New York, NY 10019  
Tel: 212 474 1000  
Fax: 212 474 3700

KELLER BENVENUTTI KIM LLP  
Tobias S. Keller (#151445)  
(tkeller@kbbkllp.com)  
Jane Kim (#298192)  
(jkim@kbbkllp.com)  
650 California Street, Suite 1900  
San Francisco, CA 94108  
Tel: 415 496 6723  
Fax: 650 636 9251

*Attorneys for Debtors and  
Debtors in Possession*

BAKER & HOSTETLER LLP  
Robert A. Julian (SBN 88469)  
(rjulian@bakerlaw.com)  
Cecily A. Dumas (SBN 111449)  
(cdumas@bakerlaw.com)  
600 Montgomery Street, Suite 3100  
San Francisco, CA 94111  
Tel: 628 208 6434  
Fax: 310 820 8859

*Attorneys for the Official Committee of Tort Claimants*

BROWN RUDNICK LLP  
Joel S. Miliband (SBN 077438)  
(JMiliband@brownrudnick.com)  
211 Michelson Drive Seventh Floor  
Irvine, California 92612  
Telephone: 949 752 7100  
Facsimile: 949 252 1514

David J. Molton (SBN 262075)  
(DMolton@brownrudnick.com)  
Seven Times Square  
New York, New York 10036  
Telephone: 212 209 4800  
Facsimile: 212 209 4801

*Counsel to the Hon. John K. Trotter (Ret.) Retained Trustee of  
PG&E Fire Victim Trust under Order of the U.S. Bankruptcy  
Court (N.D. Cal.) Case 19-30088 [Docket No. 6760]*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**In re:**  
**PG&E CORPORATION,**  
**- and -**  
**PACIFIC GAS AND ELECTRIC COMPANY,**  
**Debtors.**

☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affects both Debtors  
\* All papers shall be filed in the Lead Case, No.  
19-30088 (DM).

Bankruptcy Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case) (Jointly Administered)

**[PROPOSED] ORDER  
APPROVING THE PARTIES'  
JOINT STIPULATION THE  
REGISTRATION RIGHTS  
AGREEMENT AND RELATED  
AGREEMENTS OF THE FIRE  
VICTIM TRUST (DOCKET NO. [●])**

1 The Court, having considered the *Parties' Joint Stipulation Regarding the Registration Rights*  
2 *Agreement and Related Agreements of the Fire Victim Trust* filed on June 12, 2020, (Docket No. [●]),  
3 (the "**Joint Stipulation**"), and good cause appearing therefor,

4 IT IS HEREBY ORDERED as follows:<sup>1</sup>

5 1. The Joint Stipulation is hereby approved.

6 2. The form of agreement reached by the Parties is hereby approved, which, upon his  
7 obtaining the requisite legal capacity and authority in accordance with the Confirmation Order and the  
8 Fire Victim Trust Agreement, on behalf of the Fire Victim Trust, the Fire Victim Trustee shall execute  
9 and deliver to the Debtors on or prior to the Effective Date, as follows (a) a registration rights agreement  
10 in the form attached hereto as **Exhibit A** (the "**Trust RRA**") and (b) the equity underwriters' lock-up  
11 agreements in the form attached hereto as **Exhibit B**.

12 3. In the event that the Debtors enter into any registration rights agreements with the  
13 Backstop Parties pursuant to the Backstop Commitment Letters (the "**Backstop RRAs**"), which contain  
14 terms that correlate to terms in the Trust RRA, such correlative terms in the Backstop RRAs shall not be  
15 more favorable to a Backstop Party in any material respect, unless (i) the Debtors incorporate such more  
16 favorable terms into the Trust RRA (or offer to incorporate such more favorable terms and the Fire  
17 Victim Trustee declines such offer) or (ii) the Fire Victim Trustee consents to such inclusion in the  
18 applicable Backstop RRA. Notwithstanding the foregoing, it is understood that (a) no Backstop RRA  
19 shall have any "demand" or "piggyback" rights for the applicable Backstop Party to participate as a seller  
20 in an underwritten offering, and (b) the fact that a Backstop RRA does not include or require a lock-up  
21 provision shall not be considered to be a term that is more favorable to a Backstop Party, and neither the  
22 TCC nor the Fire Victim Trustee shall be permitted to object or, under this Paragraph 3, withhold consent  
23 to the absence of a lock up provision in a Backstop RRA.

24  
25 **\*\* END OF ORDER \*\***  
26  
27

28 <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to  
them in the Joint Stipulation.